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Voluntary Agreement
by and between
Izalco Restaurant, 1228 11th St NW
Advisory Neighborhood Commission 2F
and the Blagden Alley Association

WHEREAS, Izalco Restaurant is currently operating a full-service restaurant with CR liquor license in a mixed residential-commercial block; and

WHEREAS, Izalco and representatives of the community have met to attempt to resolve issues associated with alcohol consumption in the neighborhood; and

WHEREAS, Izalco desires to enter into a Voluntary Agreement prior to renewal of its license to help to improve relations with the community;

NOW THEREFORE in consideration of the above and the covenants and promises set forth below, the parties do agree as follows:

1. RAT and VERMIN CONTROL. The Licensee shall provide rat and vermin control in its loading, unloading and trash dumpster areas.

2. SECURITY WITHIN AND OUTSIDE THE ESTABLISHMENT. The Licensee shall provide internal and external security as follows: The Licensee recognizes that patrons ^{Some} linger outside the restaurant after exiting, creating public nuisances ~~by loitering~~, urinating and loud conversation outside residential properties. Therefore the Licensee shall provide uniformed security guards from 9 p.m. until closing on Friday nights, Saturday nights and one random additional night per week. This security guard shall require patrons to disperse from the area, shall discourage public drinking, urination and loud conversation within 100 feet of the premises, and shall call police immediately when legal infractions are observed.

3. CAPACITY. The Licensee shall at all times adhere to the occupancy limit established by the District of Columbia Fire Marshall.

4. STAGING. The Licensee shall stage patrons waiting for seating inside, not outside the Establishment. The Licensee will take every action necessary to discourage outside loitering.

5. STREET CLEANING. The Licensee shall keep the sidewalks and tree boxes outside the Establishment clean at all times, and the curbs free of trash.

6. LOCATION OF DUMPSTERS. The Licensee shall locate a trash dumpster in the rear of the Establishment.

7. DELIVERIES. Deliveries to the Establishment will not be scheduled before 7 a.m. or after 6

p.m.

8. MUSIC and DANCING. There will be no dancing of any type. Background, taped music is allowed, with the specific understanding that music will not be audible outside of the Establishment.

9. SIGNAGE. The Licensee recognizes that the Establishment is located within a new Historic District and that the sign on the Establishment does not conform with historic preservation guidelines. While the Licensee is under no obligation to remove the sign, it agrees that if the sign is to be replaced or upgraded it will be with a historically appropriate sign.

10. FIRE PROTECTION. The Licensee shall maintain certification from the Fire Marshall that it conforms to building code regulations for protection of occupants from fire.

11. MENU. The Licensee shall maintain a full menu and full service kitchen.

12. CLOSING TIME. It is understood that the Establishment shall close as follows:

A. Monday through Thursday, closing shall be at 12 Midnight, and the bar shall close at 11:30 p.m. All patrons must leave the Establishment and the vicinity of the door on or before Midnight. *and Sunday*

B. Friday and Saturday, closing shall be at 2:30 a.m., and the bar shall close at 1:30 a.m. All patrons must leave the Establishment and the vicinity of the door on or before 2:30 a.m. *2:00*

13. CONDITIONS OF LIQUOR LICENSE: The Licensee will adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty days *may constitute ground for the ABC Board to issue a notice to show cause why the license should not be suspended or revoked.*

14. NO PROTEST. The parties agree not to protest the Licensee's renewal at its next renewal date so long as the provisions of this Agreement have not been breached.

15. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee during the term of the license.

16. NOTICES. Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

- a. If to the Licensee, to:
Izalco Restaurant INC
1228 Eleventh Street, N.W.

Washington, D.C. 20001

b. If to the Community, to:
ANC 2F
c/o Chair Leslie Miles
1244 Tenth Street, N.W.
Washington, D.C. 20001

IN WITNESS THEREOF, the parties have executed this Voluntary Agreement as of the day and year below written:

IZALCO RESTAURANT INC

MIGUEL A. VENTURA
PRESIDENT
IZALCO RESTAURANT INC

By: 

ANC 2F

By:  VICE-CHAIR

DAVID STEPHENS

Blagden Alley Association

By:  President

Edward Horvath

WITNESS: _____